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Attorney for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA
PHOENIX DIVISION

Todd Heichel, Rudy Castro, Justin
Garmendia, Joshua Holgate and Randi
Pitts, Each Individually and on Behalf of
All Others Similarly Situated,

Plaintiffs,

v.

Tri City Transport, LLC, SWWOOP,
LLC, and Michael Butler,

Defendants.

NO. 2:22-cv-1513-PHX-SMM

**DECLARATION OF
TODD HEICHEL**

I, Todd Heichel, do hereby swear, affirm, and attest as follows, based upon my
personal knowledge of the matters contained herein:

1. My name is Todd Heichel, and I am over the age of 18 and duly qualified
to execute this declaration.

2. I am a resident and domiciliary of the State of Arizona.

1 3. I was employed by Tri City Transport, LLC, SWWOOP, LLC, and
2 Michael Butler (“Defendants”), from March to April of 2022. Defendants operated a
3 non-emergency medical transport and medical supply delivery business.

4 4. I worked for Defendants as a delivery driver. My employment caused me
5 to drive to various places in Arizona to perform deliveries.

6 5. Defendants told me that they would pay me \$1 per mile driven, regardless
7 of how many hours I worked each week.

8 6. In reality, I was paid approximately \$500.00 each week.

9 7. As a delivery driver, my primary duties were delivering medicine and
10 transporting people to appointments.

11 8. I was required to maintain and pay for an operable, safe, and legally
12 compliant automobile, while paying for related costs, gasoline, insurance, cell phone
13 costs, and other necessary delivery equipment.

14 9. I was not reimbursed for any actual expenses and was not reimbursed at
15 the IRS standard business mileage rate for the miles I drove. I completed approximately
16 2 deliveries per hour while working with a typical delivery having an average distance
17 of 13 miles.

18 10. During my time working for Defendants, I was expected to be available
19 for deliveries between the hours of 6 AM and 6 PM, Monday through Saturday of every
20 week. I could not decline delivery assignments during this time, and Defendants told me
21 that if I did decline an assignment during this time I would be disciplined or fired.

22

3 12. I frequently worked hours over 40 in a week and did not receive an
4 overtime premium.

13. As a result of the lack of overtime premium as well as the unreimbursed mileage, automobile, and other job-related expenses incurred, I was deprived of minimum and overtime wages guaranteed to me by the FLSA.

8 14. Defendants did not pay me my final paycheck.

15. Defendant owes me a total of \$29,450.01 which is shown by a calculation of damages that is submitted as Exhibit 1. I am owed \$9,816.67 in back wages for unpaid overtime premiums and minimum wages, and under the liquidated damages provisions of the Fair Labor Standards Act, I am owed an equal amount in liquidated damages. In addition, under Arizona Revised Statute § 23-355, I am entitled a further equal amount as treble damages.

15 PURSUANT TO 28 U.S.C. § 1746, I VERIFY UNDER PENALTY OF
16 PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA
17 THAT THE FOREGOING IS TRUE AND CORRECT.

18 Executed this¹⁴ day of August, 2024.

19


TODD HEICHEL

Date	Total Estimated Miles	Total Deliveries	Total Hours	Total Pay	Minimum Wage	IRS Reimbursement Rate	Kickback	Minimum Wage Damages	OT Damages	Total Damages	Treble Damages
3/6/22	1872	144	72	\$500.00	\$12.80	0.585	\$1,095.12	\$0.00	\$204.80	\$204.80	\$614.40
3/13/22	1872	144	72	\$500.00	\$12.80	0.585	\$1,095.12	\$1,516.72	\$204.80	\$1,721.52	\$5,164.56
3/20/22	1872	144	72	\$500.00	\$12.80	0.585	\$1,095.12	\$1,516.72	\$204.80	\$1,721.52	\$5,164.56
3/27/22	1872	144	72	\$500.00	\$12.80	0.585	\$1,095.12	\$1,516.72	\$204.80	\$1,721.52	\$5,164.56
4/3/22	1872	144	72	\$500.00	\$12.80	0.585	\$1,095.12	\$1,516.72	\$204.80	\$1,721.52	\$5,164.56
4/10/22	2734	210	72	\$0.00	\$12.80	0.585	\$1,599.39	\$2,520.99	\$204.80	\$2,725.79	\$8,177.37
								\$8,587.87	\$1,228.80	\$9,816.67	\$29,450.01